Preserve

App I IX 4

Previous References
64-37-Secs 1 to 9

1937
(Mel)

File No 64-37
Serial Nos 10, 11,

Later References
Mel 17-38 Secs 118 to 124

GENERAL AND REVENUE SECRETARIAT

Serial Nos Two

Part B for August

SUBJECT

Agreement re- acqn of property of Woollen, Cotton and Silk mills Ltd

SC 11 | To
The Secl Commr Bangalore
Comptroller
WD 0295—GPB—22 500—13 8 37
& c Bangalore
No L 1540 - 2 d 17 8 38
Approves the agreement

53 p 38 6165

General and Revenue Secretariat — File No 64 of 193 — [App F III–2

Serial No	
10	From the Mg Commr, Bag No L1 1229/37-8 dy 25-28 6 38 Forwards for approval a draft agreement to be entered into with the Bangalore Woollen, Cotton & Silk Mills, Co, Ltd; If appd, the Law section will be requested to state whether the draft agreement is in order Enclosure — For favour of remarks 2/7/38 Asst Secy Law N C)
3 Law POKR 4/7	3 Subd the draft agreement (Flag A) seems to be allright and may perhaps be adopted Forwarded, with compliments, to the Govt Advocate, for favour of scrutiny and advice 4/7 BKRamakrishnaya for Gen Secy 4 7 38
L & O No p 1038 dated 4th July 1938 Fro dy 1/38—39 dy 4-7-38 No pro-6/38-39 dy 2-7-38	Returned with compliments I find that the only object of the acquisition is to keep the place neat and tidy It need hardly be said that it is about the best of the public purposes but since the acquisition is on behalf of a company formal requirement of section 40 (1)a of the Land Acquisition Act viz that the acquisition is needed for the construction of some work will have to e

NOTE—Contn Sheet

53

6165/A

File No of 193 | General and Revenue Secretariat

Serial No

to be satisfied If there had been an amendment of the Land Acquisition Act in our State on the lines of Sectio 38-A of the corresponding Act in British - India, provision of amenities for workmen which - in this case will be the provision of lung space in the slum area would have been by itself quite sufficient but as the law stands in our State "Construction of some work" should be the object of acquisition when made on behalf of a Company

6) I think the technical difficulty can be got over easily if the Company as being to lay a park and constructing say a fountain as near the statue in the - Cubbon Park and I am sure a concern like the Binnys will only be too glad to add to the amenities of their labourers in this way

7) The papers may be returned to me if need be for scrutiny of the document after this matter is - settled

Mukunda Rao
Government Advocate

H/26 7 38

GENERAL SECRETARY
27 JULY 1938

8) For favour of further action
ASQ 27)

Asst Secy LSG for WE)

L SG
27/7/38

9) Send with a draft for appl

10) For favour of perusal & return

L 27/7/38

Secy L SG)

11) Please find my draft as corrected

29 7 38

29/7/38

6165
2

General and Revenue Secretariat — File No 64 of 1937 — [App F III–2

Serial No	
	12) submitted with a fair draft as directed for approval. 29/7/38 Leiry & Co 2/30/7/38
	13) Further efforts in the enquiry may be made as opined by the Govt Advocate for 1838 2/11/38 11 members)
	14) The area of the Company is to be used as a park and recreation ground for the workpeople. This has been marked on the draft agreement as submitted which may now be approved. 5/8/38 2/6/38
	15) submitted with a draft Go for approval 8/8/38 for Leiry & Co 2/8/38
11	To The Revenue Commr, Bangr. The Comptroller The Dy Commr Bangalore Dy No L 1540-2 Dy 17-8-38 Approves of the agreement as revised 8/8 2/11/38

NOTE—Contn sheet

1 GC 1938 GOVT OF MYSORE

SECOND WING OF COUNCIL 1 AUG 1938 No 635

CAL SECTT 8 AUG 1938 GOVT OF MYSORE

SECTT 8/8/38

File No of 193

General and Revenue
Secretariat

Serial No

6165
L

BANGALORE CITY MUNICIPALITY

Mul 64-37-10

MUNICIPAL OFFICES

Bangalore 25th June 1938
28

From

S NARAYANA RAO ESQ M A (HONS)
MUNICIPAL COMMISSIONER
Bangalore City

To P H Krishna Rao, Esq , M A ,
~~The~~ Secretary to the Government of
His Highness the Maharaja of Mysore,
Local Self Government Department
Bangalore

Sir

"4" With reference to your Government Order No L 8058-9/M1 64-37-8, dated 29th March, 1938 sanctioning the acquisition of - property bearing door No 4, Woollen Mill Road, Bangalore City on behalf of the Bangalore Woollen, Cotton & Silk Mills, Co, Ltd , and stating that the necessary agreement under section 41 (a) of the Land Acquisition Regulation may be got executed from the Company, I have the honour to forward herewith a draft agreement for favour of kind approval

I have the honour to be,
Sir,
Your most obedient servant,
S Narayana Rao
Municipal Commissioner

Las 25/6

Draft Agreement

This agreement made between the Bangalore Wollen, Cotton and Silk Mills Co , Ltd , herein after called the Company of the one part and the Government of Mysore represented by the Chief Secretary and - herein after called the Government of the other part witnesseth -

The Company with the idea of keeping the Area neat ~~and tidy~~ as a park and recreation ground for its workpeople ~~and of removing the slum~~ wish to possess the land precisely delineated in the accompanying ma p which will be read as part of this agreement and the Government having been duly satisfied that the necessary statutory requirements are fulfilled gave their consent to the acquisition of - the said land under the provisions of the Land Acquisition Act No VII of 1894 and abiding by the terms to be mentioned hereafter

Now this agreement witnesseth that the Company aforementioned do hereby agree to pay to the Government all the costs of the acquisitio of the aforesaid lands and hereditaments more fully described in schedul 'A' hereunder written and more fully delineated on the plan marked 'B' and annexed hereunto and coloured red there

That the Company will hold the said lands and heridataments -- as aforesaid and ~~only for keeping the area open and tidy~~ as a recreation ground for its workpeople and that the said land shall be held for no other purpose whatsoever without the sanction in writing of Government first had and obtained

That, on demand, the Compamy agree to pay to the Government all and every compensation in respect of the said lands and hereditaments tendered, paid, or awarded or to be tendered paid or awarded by any lawful authority and all costs and charges of the proceedings connected therewith, or otherwise incidental to the said acquisition proceedings payable thereof

That on demand the obligation of the Company under the last -- proceedings clause not being thereby limited, the company shall and will deposit with the Government such sum or sums of money as in their discretion the Government may, in anticipation, estimate to be necessary for purposes mentioned in the last proceeding clause

That on payments by the Company of all the demands under these present or in the discretion of the Government and not - before possession has been taken under the Land Acquisition Act, the Land Acquisition officer will make over possession of the -- scheduled properties and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company

That the Company undertakes to agree hereby to complete the demolition of the ugly looking buildings within one month after possession thereof is handed over to them and maintain the area neat and tidy and that should the land at any time after their -- obtaining possession ceased for a period of 21 calendar months to be held and used or ceased to be required for the purpose provided for in the foregoing provisions then and in such case, the said Government or their servants duly authorised in that behalf may summarily re-enter upon and take possession of the land together with all the buildings thereon and thereupon the interest of the company in the said land and buildings shall absolutely cease and determine

That, upon taking such possession, the Government may sell or otherwise deal with the said land and buildings thereon if any as it may think proper

That should the said Government sell the lands with the -- buildings, the said Government after deducting the expenses incurred in connection with the said taking of possession and with such sale and other incidental expenses shall pay the balance of the proceeds if any, but not exceeding the sum made up of the cost of acquisition of the land in pursuance of this agreement and of what will have been spent by the Company for the ~~construction of the houses~~ laying out of the area as a park and recreation ground after -- deducting the depreciation charges on the buildings at the rate of

percent per annum, to the Company

That should the Government decide not to sell the land and buildings the said Government shall retain the said land and buildings in which case the Government shall pay to the Company the market value

of the property as on the day of re-entry or the sum computed as mentioned in the immediately preceding paragraph, whichever is less

The Company shall allow the general public to use the land - described in the map appended to this agreement and referred to -- already on such terms and conditions as may be prescribed from time to time by the Government

The Schedule above referred to -

Door No 4, Woollen Mill Road (Puttanna Chattramp Road)

East - Railway compound

West - Woollen Mill Road (continuation of Agraharam tank Road)

North - Railway Land

South - Woollen Mill Cross Road

In witness whereof the parties aforementioned have set their hands and seal this day of 1938 at Bangalore City

Directors - 1

2

Countersigned Managing Agents

---ooo---

S Narasimhaiah 27/6/38

Municipal Commissioner

Kas 25/6

Leave Fees & Sort of Nyiva
4 1/2

G R S App F VI—G 2]

SUBJECT

Diary No of letter replied to

General and Revenue Secretariat

( )

the *193*

Section Home

File No 64-37

Serial No 11

Proceedings of the Government of His Highness the Maharaja of Mysore

Date of issue 17 8 1938

"H"

Signed by [illegible]

Read—

GO No L 8058-9/Rev 64-37-8 dt 29th March 1938, sanctioning the acquisition of property bearing door No 4, Woollen Mills road, Bangalore City on behalf of the Bangalore Woollen, Cotton and Silk Mills Co, Ltd, for clearing the slums and keeping the area open and directing that, before passing the award, the agreement required under Sec 41(a) of the L A Act, should be got executed from the Company

2) Letter No L1. 1229/37-8

May this be—

(i) printed?

(ii) treated as a standing order?

(iii) published in the Gazette English Part?

(iv) translated?

(v) placed at the disposal of the press?

(vi) published in the Gazette Kannada Part?

Draft (4) typed 4 copies

Dy 25/28th June 1938 from the
Mil Commr, Bangalore city, forwarding
for appl a draft agreement ~~[illegible]~~
~~[illegible]~~ to be entered into with the
Company under section 41(3) of
the L.A Act, referred to in the
Go read above

Order No L1540-2

The agreement is ~~slightly~~ as
revised ~~[illegible]~~ approved & appended to this order
of the Mil Cmr, Bangalore is requested to take
the necessary further action in the matter

Secy to Govt

Dy Secy 28/6

2nd 7/8 Asst

To the Mil Commr Bangalore,
The Comptroller
& D-C Bangalore

List of Enclosures

Copied by

Examined by

WD 0279—GPB—22 500—14 4 38

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read:-

Government Order No. L. 8053-9/Ml. 64-37-8, dated 29th March 1938, sanctioning the acquisition of property bearing Door No. 4 Woollen Mill Road, Bangalore City, on behalf of the Bangalore Woollen, Cotton and Silk Mills, Co., Ltd., for clearing the slums and keeping the area open and directing that before passing the award, the agreement required under section 41(a) of the Land Acquisition Act should be got executed from the Company.

2. Letter No. L.1. 1229/37-38, dated 25/28th June 1938, from the Municipal Commissioner, Bangalore City, forwarding for approval a draft agreement to be entered into with the Company under Section 41(a) of the Land Acquisition Act -- referred to in the Government Order read above.

Order No. L 1540-2/and 64-37-11/Enl

Bangalore, dated the 13/17th August 1933.

The agreement as revised is approved and appended to thi order.

2. The Municipal Commissioner, Bangalore City is requested to take the necessary further action in the matter.

Mir Safdar Hussain
for Secretary to Government,
Local Self Government Department.

To

The Municipal Commissioner, Bangalore City.
Comptroller to Government.
Deputy Commissioner, Bangalore District.

TRM.4

Draft Agreement.

This agreement made between the Bangalore Woollen, Cotton and Silk Mills Co., Ltd., herein after called the Company of the one part and the Government of Mysore represented by the Chief Secretary and herein after called the Government of the other part witnesseth.

The Company with the idea of keeping the Area neat as a park and recreation ground for its workpeopl wish to possess the land precisely delineated in the accompanying map which will be read as part of this agreement and the Government having been duly satisfied that the necessary statutory requirements are fulfilled gave their consent to the acquisition of the said land under the provisions of the Land Acquisition Act No. VII of 1894 and abiding by the terms to be mentioned hereafter.

Now this agreement witnesseth that the Company aforementioned do hereby agree to pay to the Government all the costs of the acquisition of the aforesaid lands and hereditaments more fully described in schedul "A" hereunder written and more fully delineated on the plan marked "B" and annexed hereunto and coloured red there.

That the Company will hold the said lands and hereditaments as a park and recreation ground for its work-peopl and that the said land shall be held for no other purpose whatsoever without the sanction in writing of Government first and obtained.

That,on demand,the Company agree to pay to the Government all and every compensation in respect of the said land and hereditaments tendered, paid, or awarded or to be

tendered paid or awarded by any lawful authority and all costs and charges of the proceedings concerned therewith, or otherwise incidental to the said acquisition proceedings payable thereof.

That on demand the obligation of the Company under the last preceding clause not being thereby limited, the company shall and will deposit with the Government such sum or sums of money as in their discretion the Government may in anticipation, estimate to be necessary for purposes mentioned in the last preceding clause.

That on payment by the Company of all the demands under these presents or in the discretion of the Government and not before possession has been taken under the Land Acquisition Act, the Land Acquisition Officer will make over possession of the scheduled properties and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.

That the Company undertakes to agree hereby to complete the demolition of the ugly looking buildings within one month after possession thereof is handed over to them, and maintain the area neat and tidy and that should the land at any time after their obtaining possession ceased for a period of 21 calendar months to be held and used or cease to be required for the purpose provided for in the foregoing provisions then and in such case, the said Government or their servants duly authorised in that behalf may summarily re-enter upon and take possession of the land together with all the buildings thereon and thereupon the interest of the company in the said land and buildings shall absolutely cease and determine.

That, upon taking such possession, the Government may sell or otherwise deal with the said land and buildings if any thereon as it may think proper.

That should the said Government sell the lands with the buildings, the said Government after deducting the expenses incurred in connection with the said taking possession and with such sale and other incidental expenses shall pay the balance of the proceeds if any, but not exceeding the sum made up of the cost of acquisition of the land and in pursuance of this agreement and of what will have been spent by the Company for the laying out of the area as a park and recreation ground after deducting the depreciation charges on the buildings at the rate of.... . . . per cent per annum, to the Company.

That should the Government decide not to sell the land and buildings the said Government shall retain the said land and buildings in which case the Government shall pay to the Company the market value of the property as on the day of re-entry or the sum computed as mentioned in the immediately preceding paragraph, whichever is less.

The Company shall allow the general public to use the land described in the map appended to this agreement and referred to already on such terms and conditions as may be prescribed from time to time by the Government.

The Schedule above referred to:-

Door No.4, Woollen Mill Road (Puttanna Chattram Road).
East.- Railway compound.
West:- Woollen Mill Road (continuation of Agraharam tank Road.)
North - Railway land.
South - Woollen Mill Cross Road.

In witness whereof the parties aforementioned have set their hands and seal this day of 1933 at Bangalore City.

Directors.- 1

2.

Countersigned Managing Agents.

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for Secretary to Government,
Local Self Government Department.